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**AGREEMENT**  
between  
**LETCHWORTH CENTRAL TEACHERS' ASSOCIATION**  
and  
**SUPERINTENDENT OF SCHOOLS**  
of  
**LETCHWORTH CENTRAL SCHOOL DISTRICT**  
**AT GAINESVILLE**

*Adopted for the Period from  
July 1, 2007 to June 30, 2010*

**RECEIVED**

NOV 27 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## PREAMBLE

This agreement made this 1<sup>st</sup> day of July, 2007 by and between Joseph W. Backer, Chief District Administrator of Letchworth Central School District at Gainesville and the Board of Education of Letchworth Central School District at Gainesville, hereinafter referred to as the "Board", and the Letchworth Central Teachers' Association, hereinafter referred to as the "Association" or "Unit".

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE 1

### RECOGNITION

Section 1.01: The Board recognizes the Letchworth Central Teachers' Association as the exclusive bargaining agent of all teachers, guidance counselors, school psychologists and speech pathologists/therapists, excluding per diem substitutes, Principals, Director of Pupil Personnel, Director of Curriculum & Instruction, Business Administrator, Athletic Director, Assistant Principals and the Chief District Administrator (Superintendent). Such recognition shall extend to the maximum period allowed by law.

## ARTICLE 2

### SALARY AND EXTRA DUTY COMPENSATION

Section 2.01: It shall be the policy of the Board to render annually, not later than October 15, to each unit member a statement of salary for the current school year, along with a statement of approved hours beyond the Bachelor's Degree, as well as, the correct number of accumulated sick days as of June 30 of the prior school year.

Section 2.02: All hours beyond the basic certification to teach in your tenure area, up to a maximum of 90 hours shall be compensated at the rates outlined in this section provided the hours are submitted to the Chief District Administrator by August 1 of the upcoming school year; and that any hours beyond the thirtieth shall be subject to prior approval to assure their creditation upon documentation.

Hours	Amount per Hour
1 - 30	\$ 24.00
31 - 90	\$ 32.00

Section 2.03: With prior approval, undergraduate hours may be applied for compensation at the rate of twenty dollars (\$20.00) per hour, provided the hours are documented with the Chief District Administrator by August 1.

Section 2.04: The Board agrees to pay all unit members on alternate Fridays during the 10 (ten) months of their employment, making the checks available after three o'clock Thursday afternoon prior to payday. The Board further agrees to implement an option where the unit member may elect to have each paycheck reflect one twenty-sixth of his/her annual income per payday, with five twenty-sixths of his/her annual income paid as an amount on the final workday in June upon completion of duties.

Section 2.05: The Association agrees that unit members will finalize their intent to receive their pay by the option described in Section 2.04 by September 10, and that once having elected this option, it will continue in force until June 30.

Section 2.06: Upon the written authorization of a unit member on a form provided by the Association, the Board will deduct from the payroll of the unit member such amounts for membership dues as the unit member may specify; and will promptly remit said sums to the Association. These dues deductions will be made in consecutive installments and will begin upon the written notice of the Treasurer of the Association.

Section 2.07: The Board agrees to participate in a payroll deduction program.

Section 2.08: The Board agrees to compensate unit members for approved mileage at the Board approved rate. For reimbursement, mileage must be approved by the Chief District Administrator, and must be claimed on the forms available at the business office for such purpose.

Section 2.09: The Board agrees to credit unit members for military service at the rate of one (1) step on the salary schedule for each two (2) years of military service, but in no case shall any unit member receive more than two (2) years credit on the salary schedule for military service.

Section 2.10: Department / curriculum coordinators may be appointed by the Chief District Administrator with Board of Education approval. Consideration will be given to years of teaching experience in the departmental area. All department/curriculum coordinators shall be involved in the efficient organization, operation, and development of their departments in the areas of personnel, curriculum and materials. The Board agrees to compensate unit members who serve as department/curriculum coordinators, whom it appoints annually, as set forth in Appendix D of this agreement in addition to the salary schedule.

Section 2.11: Grade level representatives may be appointed by the Chief District Administrator with Board of Education approval. All grade level representatives shall be included in meetings with the Principal to participate in the site-based decision making, helping the Principal with requisitions and attending

some Curriculum Committee meetings as needed. The Board agrees to compensate unit members who serve as grade level representatives, whom it appoints annually, as set forth in Appendix D of this agreement in addition to the salary schedule.

Section 2.12: The Board agrees to compensate unit members holding a Master's Degree at a rate of four hundred fifty dollars (\$450) in addition to the salary schedule. Unit members hired after September 1, 1994 shall no longer receive an additional stipend for holding a Master's Degree.

Section 2.13: The Board agrees to compensate unit members acting as chaperones at school events at a rate of twenty-five dollars (\$25.00) per event in addition to the salary schedule. Beginning with the 2009-2010 school year, the rate will increase to thirty dollars (\$30) per event.

A unit member who acts as a chaperone at a school event that is comprised of two (2) or more contests (varsity contests and/or junior varsity contests) shall be compensated at a rate of thirty-five dollars (\$35) per event. Beginning with the 2009-2010 school year, the rate will increase to forty dollars (\$40) per event. An example of such an event is a junior varsity contest followed by a varsity contest. In the event that a unit member chaperones only one (1) contest in a dual contest event, he/she will split the compensation with the unit member who chaperones the other contest in said event. Modified events are considered single contests and unit members who chaperone modified events are not eligible for this enhanced payment.

Section 2.14: The Board agrees to compensate unit members of the Coaching Staff, whom it appoints annually, as set forth in Appendix B of this agreement in addition to the salary schedule. Starting in 1992-93, experience in a sport shall be determined by the number of years a person has been employed to coach that sport regardless of the level (Varsity, J.V., Jr. High) at which he/she has been hired. Employees changing sports shall carry over their years of experience at a rate of one (1) year for every two (2) years of accrued experience. The maximum amount of experience an employee may accrue during any one school year shall be one (1) regardless of the number of sports for which he/she is employed. J.V. and Varsity coaching staff members shall receive one-half (1/2) of the pay on the Friday marking the mid-point of their scheduled season and the remaining one-half (1/2) on the first Friday following their season with approval of their completed scheduled duties by the Athletic Director.

Section 2.15: The Board agrees to compensate unit members, whom it appoints annually, to extra-pay assignments as set forth in Appendix C of this agreement in addition to the salary schedule. Unit members, for full year Extra Duty Assignments, (Appendix C) shall receive one-half (1/2) of their pay on the final payday of the first semester and the remaining one-half (1/2) on the final payday of the second semester.

Section 2.16: The Board agrees to compensate all unit members according to the salary schedules as set forth in Appendix A of this agreement. Off step unit members shall receive the following increases to their previous year's salary: 2007-2008 - \$2,100; 2008-2009 - \$2,200; 2009-2010 - \$2,300.

Section 2.17: Effective January 1, 2005 all pre-approved in-service/curriculum work outside of the regularly scheduled school day/year will be paid at the rate of \$100 for a five (5) hour day.

### ARTICLE 3 HEALTH INSURANCE

Section 3.01: The Board agrees to provide the Genesee-Area Healthcare Plan with prescription at either the single or family coverage level as requested.

As an alternative to the Genesee Area Healthcare Plan (PPO1 ) described above, the District will offer unit members hired before July 1, 2007 the new GAHP PPO2 plan.

Unit members starting employment on or after July 1, 2007 will be covered only by the new GAHP PPO2 plan at 90% District contribution until July 1 following the third school year in which they were employed full time as a unit member. At that time they may choose to be covered by either the Genesee Area Health Care Plan (PPO #1) or the GAHP PPO2 plan, at 90% District contribution.

Section 3.02: The Board will pay 90% of the premium costs. Married employees of the District may only have one medical/dental insurance policy paid for by the District. If the premium cost increases after August 1 of the school fiscal year, the increase will be borne by the unit members.

Section 3.03: The Board agrees to provide the Blue Cross of Western New York Vision Care Option 2 Plan. The unit members will pay one hundred per cent of the premium cost.

Section 3.04: Unit members will designate which coverages (Section 3.01, Section 3.03, and Section 3.07) they request for the next school year to the business office by July 1 each year, or the date of hire. Such designation will stay in effect for the following school year unless canceled by written notice of the unit member.

Section 3.05: Employees will have the option of paying health insurance premium payments, deductible amounts and co-payments through a plan provided by the District in accordance with Section 125 of the Federal Internal Revenue Code. The LCTA agrees to hold the District harmless for any and all liability resulting from operation of the Section 125 plan.

Section 3.06: There shall be no change in the health insurance plan for unit employees unless approved by a majority vote of the membership of the Letchworth Teachers' Association. At such time, the Association approves a switch to a new plan, the Association would consider a plan with a 250/500 deductible as comparable to the financial obligation of the Genesee Area Healthcare Plan. The parties may explore other cost containment/savings strategies during the term of this agreement.



Section 3.07: The Board agrees to provide the Blue Cross of Western New York Dental Plus Plan with orthodontic coverage. The Board will pay 90% of the premium cost. If the premium cost increases after August 1 of the school fiscal year, the increases will be borne by the unit members.

Section 3.08: The Board agrees to make a payment in lieu of health insurance (as described in Section 3.01) to any eligible unit member. Payment will be made twice a year in checks other than their regular bi-weekly check. One half (1/2) on the last non-regular payroll Friday of the first semester and the remaining one half (1/2) on the final day of the second semester.

- a. This option shall be available on an annual basis. The District will supply a form by June 10 each year for unit members to select this option. This form must be returned to the District Office by the date of the last teacher payroll in June.
- b. The insurance year runs with the fiscal year July 1 - June 30. New hires, those leaving employment, and those that re-enroll will be prorated on this 12 month basis.
- c. The Board agrees to make a payment in lieu of health insurance (as described in Section 3.01) to any eligible unit member as follows:

<u># Of Declinations</u>	<u>Amount of Stipend</u>
Less than 21	\$1,000
21 - Less than 25	\$1,400
25 - Less than 30	\$1,800
30 or more	\$2,500

- d. To be eligible for the in lieu of payment, the unit member must provide the Business Office with proof of alternative health insurance coverage
- e. The total declinations are determined by adding Full Time Equivalents (F.T.E.) together for each unit member who is eligible for and declining Family coverage under the plan. For example, 1.0 FTE, plus .5 FTE plus .5 FTE equals 2.0 declinations.
- f. The in lieu of payment will be made in two installments in checks other than the unit member's regular bi-weekly paycheck. The first in lieu of payment will be prorated for one half the school year and based upon the number of declinations as of January 5. The second in lieu of payment will be prorated for one half the school year and based upon the number of declinations as of June 1.
- g. An in lieu of stipend as set forth above is available to those unit members who are eligible for the 90% District contribution to health insurance. Others (e.g., .5 FTE's) will be prorated accordingly.
- h. This option shall be available on an annual basis. The District will supply a form by June 10 each year for unit members to select this option. This form must be returned to the District Office by the date of the last teacher payroll in June.
- i. The insurance year runs with the fiscal year July 1 – June 30. New hires, those leaving employment, and those that re-enroll will be prorated on this 12 month basis.

- j. Employees who opt for payment in lieu of coverage will have the opportunity to re-enroll in the District's insurance coverage if their alternative coverage is no longer available because of unforeseen reasons. Examples of the loss of availability may include the death or disability of an insured spouse, divorce, separation, the insured spouse's loss of employment or other instances that are not controllable by the employee.

#### ARTICLE 4

##### FAMILY MEDICAL LEAVE ACT

Section 4.01: All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA. Nothing contained in this Article shall limit the rights of the District or unit members under State or Federal Law.

#### ARTICLE 5

##### SICK LEAVE - SICK LEAVE BANK

Section 5.01: The Board agrees to allow each unit member 13 days with full pay during any school year to cover personal illness, or serious illness or death in the immediate family. The number of days will be pro-rated for those unit members working less than the 10 month school year.

Section 5.02: The definition of the immediate family is the unit member's parents, spouse, siblings, children, corresponding in-laws, and any other individuals of familial relationship to the unit member who are legal residents of the same household with the unit member.

Section 5.03: For bereavement purposes, 5 days from accumulated sick leave may be used for those in the immediate family as per Section 5.02 plus grandparents, the unit members' aunt or uncle and the unit member's grandchildren. Exceptions to the requirements of this section may be made at the Superintendent's discretion. In exercising this discretion, the Superintendent's decision will be final, non-precedent setting and non-grievable.

Section 5.04: Sick leave shall be cumulative, in whole or in part, to the extent of: 2007-2008 - 210 days; 2008-2009 -215 days; 2009-2010 – 220 days. A day is interpreted as the usual working day of the unit member.

Section 5.05: Employees must provide, if requested in writing by the District, written verification from a physician of their illness or ability to return to work, where the illness has lasted four (4) or more consecutive school days.

Section 5.06: Out of accumulated sick leave, a maximum of 15 working days will be allowed to be used for family illness in any one school year. Exception to the 15 day maximum may be made by the Superintendent.

Section 5.07: Sick Bank

1. The purpose and philosophy of a sick bank is to provide security to unit members when they suffer a prolonged serious illness or injury that causes the unit member to exhaust all of his/her accumulated sick leave.
2. All permanent staff members employed after August 31, 1996 will be required to join the sick bank and contribute two (2) sick leave days. The days contributed are non-returnable. (First year people therefore would only have 11 available sick days.) Part-time people will donate the equivalent of two of their work days, these two days will be considered as one sick day in the bank. For permanent staff members employed prior to September 1, 1996 who do not join the sick bank prior to September 30, 1996 waive their right to do so. The Superintendent and Association President will agree to a list of members for future reference.
3. Permanent staff beginning employment after January 1 of each year will donate one (1) day immediately to the bank and will donate their second day at the beginning of the next school year.
4. The total number of days contributed to the bank during any contract year shall not exceed two (2) times the total of members in the current bargaining unit.
5. The bank will have a maximum number of 300 days. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed the 300 days.
6. If the sick bank falls below 50 days, an additional window period will be opened for voluntary contributions. During a voluntary window period, a person may contribute a maximum of two (2) days. This window period will be set and agreed upon by the chairperson of the sick leave bank and the Superintendent or their designees.
7. Members who have reached their maximum accumulated sick leave days may donate the excess days to the bank on June 30 of each year, provided that this will not cause the bank to exceed 300 days. Unit members will inform the District by the last payroll date, of their desire to donate their days in excess of the maximum allowed accumulation.
8. The District shall be responsible for accounting for the days in the bank. The Superintendent and Association President, or their designee, will confer and agree on the total number of days that are available as of June 1 and October 1 of each year.

Section 5.08: Withdrawals

1. Only members of the sick leave bank may withdraw days.

2. A sick leave bank committee shall be established to consider all requests for the use of sick leave bank days. The committee shall be composed of five members: three (3) LCTA designees, one (1) administrator and one (1) BOE member. One of the LCTA designees shall be named chairperson of the sick leave bank committee. The Association will hold the District harmless for decisions made by the committee. All requests for the use of sick bank days shall be submitted to the Sick Leave Bank Committee Chairperson in writing.
3. Application to the sick leave bank for days shall be accompanied by a doctor's statement showing that the applicant cannot resume normal work duties. The application should also include an estimate of the days needed or the approximate date of return.
4. Sick leave bank members are eligible to request use of sick bank days after the expiration of the applicant's own accumulated sick days and after being absent from work for 40 consecutive work days. In the event that the applicant's personal sick leave days have been exhausted before the end of the waiting period, the sick bank days can be applied retroactively for up to one half ( $\frac{1}{2}$ ) of the unpaid days for bank members with more than three (3) years of employment in the District and for up to three-fourths ( $\frac{3}{4}$ ) of the unpaid days for teachers with less than three (3) years of employment in the District. The following rules shall apply to the application of the sick bank days:
  - a. To denote the forty (40) day waiting period, start counting forward from the first work day the unit member is absent from work forty (40) consecutive scheduled work days.
  - b. Unit members shall use their accumulated sick and personal leave days beginning with their first day of such absence until their accumulated leave days are exhausted.
  - c. Sick bank days will be applied retroactively starting with the unit member's fortieth consecutive scheduled work day out. Sick bank days will be used only to cover days actually worked by unit members.
  - d. After completion of the 40 day waiting period and the retroactive application of sick bank days, the remaining sick bank days will be applied to cover only days on which unit members actually report to work.
  - e. In no event shall a unit member's sick bank allotment cause the unit member to be paid more than his/her annual salary less the deduct for any unpaid days.
5. An applicant may request up to 30 days at one time. The applicant may apply for additional days, but must complete the process described in Section 5.07 above with an updated Doctor's appraisal and date of return.
6. Once a member becomes eligible for disability retirement, only one (1) re-application for days will be considered.

7. Each request for bank days will be judged on its own merit; past practice or precedence will not be a determining factor.
8. The sick leave bank chairperson will be responsible for coordinating any and all sick leave bank transactions with the Superintendent's designee.
9. If the unit member leaves the District within two years of the use of sick leave bank days, except in the case of a disability, retirement, or sick leave bank days used after the date of the irrevocable letter of retirement, that unit member shall be held responsible for reimbursing the District 1/200th of his/her current annual salary for each of the sick leave bank days withdrawn. The sick leave bank agreement may be altered only by mutual agreement between the District and Association.

## ARTICLE 6

### CHILD REARING LEAVE

Section 6.01: An unpaid Child Rearing Leave following the birth or adoption of a child for up to 24 months will be granted upon the request of a unit member. Such leave must be commenced immediately following the birth or adoption of the child or within a reasonable time thereafter, subject to the provisions of this article.

Section 6.02: The unit member will give written notice at least 90 days in advance of the expected leave; unless medical or legal substantiation states that such notice was not possible. The unit member's written notice shall include the anticipated starting date of the leave and its expected duration.

Section 6.03: If the unit member is disabled from teaching because of pregnancy, delivery, or the effects of either, the unit member may use sick leave as they have available for the duration of the disability provided they have five (5) sick days when they return to work. A written notice as to the period of disability from the physician of the unit member will be required in order to use sick leave in this section.

Section 6.04: A unit member who extends their leave after their period of disability and who is on said leave less than one year must return to work at a time that is not disruptive to the learning process and at a natural break in the schedule. Absent the Superintendent's approval, a unit member shall not return from such leave in the week prior to a break, mid-week or after May 15th.

Section 6.05: Unit members who are on leaves of one year or more must give six (6) months notice of return. A unit member on such leave is to return to work at the beginning of a semester, unless another return date is mutually agreed upon by the unit member, the Superintendent and the Board of Education. For a leave during the fall semester, the unit member must give notice of their intent to return for the beginning of the spring semester by October 1. For a leave in the spring semester, the unit member must give notice of their intent to return for the beginning of the fall semester by April 1.

Section 6.06: A unit member wishing to shorten their approved leave shall notify the Superintendent by July 1 of any given year of intent to return for the Fall semester, and by December 1 of any given year of intent to return for the Spring semester. The member is to resume teaching at the beginning of a semester. It is further understood, that under extraordinary circumstances, the leave may be terminated earlier than the specified return date with mutual agreement of the teacher, Superintendent, and the Board of Education. Neither action will create a precedent for any case. Teachers returning shall be reinstated to the position held prior to the leave or to an equivalent (full-time/part-time) position within the tenure area.

## ARTICLE 7 PERSONAL LEAVE

Section 7.01: The Board agrees to allow each unit member three (3) days with full pay during any school year as personal leave days. The number of days will be pro-rated for those unit members working less than the 10 month school year to the nearest 0.5 day.

Section 7.02: The Board agrees to compensate days of personal leave at the unit member's usual rate.

Section 7.03: All personal leave days must be approved at least 24 hours in advance except in emergencies, by the appropriate member of the administrative staff. Request for personal days can only be made for the current year July 1 - June 30.

Section 7.04: The Board reserves the right to allow no more than five (5) personal leave and/or short term leave days on any given day throughout the school year.

Section 7.05: If a personal leave is granted for the day or days before or after a school recess (excluding Saturday or Sunday) the unit member will be assessed two (2) personal leave days for each day taken, up to a maximum of 1.5 days being granted. The use of personal leave days to extend the day or days of a school recess shall be allotted as follows: 1 personal leave day for a .5 day extension; 2 personal leave days for a 1 day extension; and 3 personal leave days for a 1.5 day extension.

Section 7.06: The Board agrees that at the end of each school year it will credit to the cumulative sick leave account of each unit member, unused personal leave days. Once credited, such days will be deemed to be available for purposes defined in Section 5.01 only.

## ARTICLE 8 SHORT TERM LEAVE OF ABSENCE

Section 8.01: The District realizes that situations may arise which require the absence from duty for dire and/or unusual circumstances (not vacations) when personal leave has been exhausted. Therefore a unit member may apply for a short term leave of absence of five (5) working days or less.

Section 8.02: Requests for short term leaves of absence shall be submitted, in writing, to the Superintendent 30 days prior to its requested start, except in emergency situations. The request, stating the reasons for the leave as well as the dates requested, will then be submitted to the Board of Education for approval.

Section 8.03: A short term leave will result in deduction of 1/200th of a unit member's salary for each day of the leave. There shall be no loss of benefits or seniority.

Section 8.04: The Board reserves the right to allow no more than five (5) personal leave and/or short term leave days on any given day throughout the school year.

Section 8.05: Each request will be judged on its own merit, past procedure or practice will not be a determining factor. Decisions of the Superintendent and/or Board pursuant to this section are not subject to the contractual grievance procedure. Denial of requests shall be made in writing.

## ARTICLE 9 LEAVES OF ABSENCE

Section 9.01: The Board may grant a leave of absence without pay for a period not to exceed one year to a unit member for any one of the following reasons:

- a. To contribute to the school or community benefit, or to the welfare of the teacher, at the discretion of the Board.
- b. An exchange teaching position.
- c. An illness of the unit member or his/her immediate family as defined in Section 5.02.

Section 9.02: All requests by unit members for leaves of absence shall be made in writing to the Board, and shall set forth reasons for such leaves, and also the time deemed necessary. Such requests shall be submitted 30 days prior to the start of the leave, except in emergency situations.

Section 9.03: In cases where the Board requests absence from duty for some purpose which the Board deems beneficial to the professional or educational standards of the school system, such absence will involve no deduction in salary.

Section 9.04: All benefits to which a member was entitled at the time his/her leave commenced will be restored to him/her upon his/her return to service. Time spent on unpaid leave under this section shall not accrue for seniority, salary, or benefit purposes. For step placement clarification, when an employee works a minimum of 40 work days in a given school year, he/she will qualify for step advancement for the following year.

ARTICLE 10  
SABBATICAL LEAVE

Section 10.01: Any unit member having a minimum of six (6) years service in the District wishing a sabbatical leave shall apply to the Board in writing prior to March 1, prior to the school year for which leave is requested. The application shall clearly set forth the nature and details of the requested leave, and the inclusive dates for which the leave is requested.

Section 10.02: The Board may agree to grant sabbatical leaves to unit members with full pay for one (1) semester, or half pay for two (2) consecutive semesters.

Section 10.03: No more than one (1) sabbatical leave will be granted for any given school year to a unit member of the elementary staff (DK-6), and no more than one (1) sabbatical leave will be granted for any given school year to a unit member of the secondary staff (7-12). However, if no sabbatical leave is granted for any school year in either the elementary or secondary staff, two sabbatical leaves may be granted in either the elementary or the secondary staff.

Section 10.04: All unit members granted a sabbatical leave shall sign an agreement with the Board, prior to the beginning of their leave, that they will remain with the District for a period of three (3) years. Should the unit member voluntarily resign, prior to the expiration of this period, he/she must refund to the District such portion of his/her salary paid during his/her leave as the unpaid portion of years shall bear to said period.

Section 10.05: When a unit member returns to the active staff, he/she shall be reinstated to the position held prior to the leave or to an equivalent (full-time/part-time) position within the tenure area.

Section 10.06: Applications for sabbatical leave shall be studied by the school administration, who will make a recommendation to the Board for final decisions on such leave. One of the criteria for granting sabbatical leaves shall be seniority. The prime criterion shall be potential for improved service to the children of the district.

Section 10.07: The following benefits are available to unit members on sabbatical leave:

1. Health Insurance as outlined in Article 3
2. Sick leave as outlined in 4.01
3. Credit on the salary schedule step
4. Checks issued on payroll dates
5. The right to have specified deductions made



## ARTICLE 11

### RETIREMENT AND SICK LEAVE PAYMENT

Section 11.01: The Board agrees to augment the final year's salary of a retiring unit member according to the schedules outlined below provided the following requirements are met:

- a. A letter of intent to retire is filed with the Board 18 months prior to the retirement date.
- b. A letter of resignation due to retirement is filed with the Board 12 months prior to the retirement date.
- c. The retirement date selected must be the earliest date between the last day of school and September 1 of the following school year without penalty from the NYS Retirement System. Requests for exceptions to this may be made to the Board of Education for consideration.

#### SCHEDULE TO AUGMENT FINAL YEAR'S SALARY

1. For unit members who retire in their first year of eligibility without penalty under the New York State Teachers' Retirement System:

<u>Years of Service in the District</u>	<u>Amount</u>
10-14	\$7,000
15-19	\$8,500
20-24	\$13,000
25-29	\$20,000
30 or more	\$25,000

2. Unit members who retire under the New York State Teacher's Retirement System with a minimum of 10 years of service to the District will receive \$40 per accumulated sick leave day, provided that they filed with the District a letter of resignation due to retirement nine (9) months prior to their retirement date.

Section 11.02: Any benefit due according to Section 11.01.1 or 11.01.2 shall be incorporated into a 403B plan pursuant to a Memorandum of Agreement between the LCTA and the District. No other manner of compensation is available to the unit member.

Section 11.03: The Board will waive the notice period described in Section 11.01 for those individuals forced into retirement by a disability.

Section 11.04: Should the position or services of a unit member be abolished or he/she leaves the District for any reason other than retirement after at least 10 consecutive years of service; the Board agrees to compensate that unit member at the rate of \$25.00 per day for all unused accumulated sick leave.

## ARTICLE 12

### JURY DUTY

Section 12.01: A unit member who reports for jury duty during an actual work day as directed shall be paid his or her regular salary for such day(s). Any unit member who is released from such jury duty prior to 10:00 a.m. shall immediately report to work. They shall, however, notify the court that they are receiving full pay from a state agency. Unit members summoned for jury duty shall immediately notify their building principal. The unit member, if requested by the District, shall permit the District to request that the unit member be excused from jury duty.

## ARTICLE 13

### PROBATION AND TENURE

Section 13.01: All unit members must have a complete physical examination after the offer of probationary employment and during the last year of probationary employment. The examination will be performed by the school physician at the expense of the District. However, a personal physician may be used, at the expense of the unit member.

Section 13.02: Tenured unit members previously holding positions that have been eliminated or temporarily discontinued will be given all affordable rights under educational law. Such personnel shall retain the same salary benefits and appointment rights according to Education Law as previously held.

## ARTICLE 14

### TEACHER OBSERVATION AND EVALUATION

Section 14.01: All probationary teachers employed before January 1 shall be observed at least two (2) times during each school year by the building Principals, Director of Pupil Personnel, Director of Curriculum and Instruction and/or by the Superintendent. Probationary support personnel (Guidance, Computer Coordinator, etc.) who are members of the LCTA will be given written evaluations two (2) times each year. Unit members shall be observed and evaluated pursuant to the Professional Performance Review documents and provisions of Article 14 as specified below.

Section 14.02: An observation shall consist of at least one full period in the Middle / High school or of a complete lesson in the Elementary School.

Section 14.03: Following an observation, a mutually convenient time shall be set for a post-observation conference. Every effort will be made to hold the conference within five (5) school days of the observation.

Section 14.04: Unit members will be given a copy of any class visit or evaluation report prepared by their superiors during the conference to discuss it. No such report shall be submitted to central administration, placed in a unit member's file, or otherwise acted upon without a prior conference with the unit member.

Section 14.05: An evaluation report shall be signed by the observer and teacher. The teacher may submit a written response to the report within 10 school days, said response shall be placed in the teacher's file.

Section 14.06: An annual performance review will be completed for each unit member by June 15 of each school year. The review will be signed by the unit member and administrator and placed in the unit member's personnel file. The unit member may submit a written response to the review within 10 school days, said response shall be placed in the personnel file.

Section 14.07: Unit members will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it. A unit member will be entitled to have a representative of the Association accompany him/her during such review.

Section 14.08: No material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the unit member has the opportunity to review the material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member will also have the right to submit a written answer to such material within 10 school days of the unit member's review of the material, and his/her answer shall be reviewed by the Chief District Administrator, who shall add his/her comments, and attach them to the file copy.

Section 14.09: In the event of any discipline, dismissal, reprimand, reduction in rank or compensation, proper supporting documents shall be contained in the personnel file of the unit member. If the action concerns alleged incompetence, the supporting documents shall be based upon personal observation and evaluation procedures outlined in Article 14.

## ARTICLE 15

### WORK LOAD

The Board will make an honest and sincere endeavor to maintain class size as listed below:

Section 15.01: The definition of work load shall be, "The number of pupils for whom a unit member is responsible during a single work period in a single work day."

Section 15.02: The work load for unit members teaching kindergarten, first grade and second grade shall be 25 maximum.

Section 15.03: The work load for unit members teaching third grade, fourth grade, fifth grade, and sixth grade shall be 30 maximum.

Section 15.04: The work load for unit members teaching in grades seven through twelve shall be 30 maximum, exclusive of study halls.

Section 15.05: The work load for unit members teaching Physical Education shall be 35 maximum.

Section 15.06: Notwithstanding Sections 15.02, 15.03, 15.04, and 15.05, where departmentalization or team teaching patterns have been established, unit members shall be responsible for no more than four (4) preparations per work day.

Section 15.07: Prior to establishing the school calendar for the next school year, the Superintendent will meet with the Association President to obtain the Association's input regarding the proposed school calendar. Nothing herein shall limit the Board's authority and discretion to establish the school calendar. The Association President shall receive a copy of the calendar for the next school year within one (1) week of Board approval.

Section 15.08: All unit members shall be dismissed and may leave their respective buildings as soon as the buses have gone on the day before a vacation and on all Fridays provided their professional duties have been completed.

Section 15.09: Except in an unanticipated or emergency circumstance, unit members shall be notified at least one month in advance of a change in teaching assignment or course of study from that of the previous school year or semester.

Section 15.10: Any unit member assigned an advanced placement or college credit course shall be assigned an additional planning period per day.

Section 15.11: The following groupings will be used to determine prep time.

1. Group 1: Elementary Teachers, Elementary Special Area Teachers, Elementary Special Education Teachers, Reading Teachers, Speech Teachers, Teacher of the Deaf, Academic Intervention Teacher and Music Teachers; a minimum of 200 minutes per week of prep time. The District will make reasonable attempts to provide a minimum of 40 minutes daily.
2. Group 2: Middle School Grades 5 – 8 English, Social Studies, Math, Science, MS Special Education, Foreign Language Teachers may be assigned five (5) or six (6) classes. If five classes, teachers will be assigned two (2) duties or team and one (1) prep. If six classes, teachers will be assigned 1 duty or team and one (1) prep. The team and principal may mutually agree that the team will not meet for planning everyday and will have a duty period instead.
3. Group 3: High School English, Social Studies, Math, Science, Foreign Language Teachers, Middle School and High School Health, Physical Education, Technology, Home Economics, Business, Art,

Agriculture and HS Special Education teachers may be assigned five (5) or six (6) classes. If five classes, teachers will be assigned two (2) duties and one (1) prep. If six classes, teachers will be assigned 2 preps.

4. Group 4: Counselors, Psychologists, and Librarians, no assigned preps.

Section 15.12 The school year shall consist of 180 days for students, 183 days for teachers and five (5) additional days designated as Emergency/Vacation days.

1. One teacher attendance day will be an orientation day held prior to the start of the student days. One teacher attendance day may occur prior to Labor Day unless changed by mutual agreement of the Superintendent and the Association President.
2. Emergency/Vacation days are to be used in the event of unforeseen circumstances which require the cancellation of the regularly scheduled school session.

Section 15.13 The work day will be 7 hours and 20 minutes (except for Section 15.08) between the hours of 7:45 AM and 3:20 PM.

1. Unit members may have different starting and ending times (outside the 7:45 AM - 3:20 PM timeframes) due to program needs, provided the work day is 7 hours and 20 minutes. Notice of such times will be given to the Association President.
2. The current work day will be from 7:50 AM to 3:10 PM.
3. The District will notify the Association President by June 1 if the District intends to change the starting and ending times for the coming year.

Section 15.14: The District may assign a teacher to deliver academic intervention services as follows:

- a. Up to 7 students may be assigned to a teacher for one 9<sup>th</sup> period per week, or
- b. Up to 21 students may be assigned to a teacher using computer assisted learning for one 9<sup>th</sup> period once every three weeks.

Section 15.15 If the District chooses to have an evening open house for DK-4, the District will provide a half day of student free time for the full time DK-4 staff to prepare rooms for the evening. Teachers will be expected to work in rooms until the end of the regularly scheduled school work day.

## ARTICLE 16 SENIORITY

Section 16.01: For purposes of the layoff and recall of certificated unit members, seniority will be calculated in accordance with the Education Law.

ARTICLE 17  
BUILDING FACILITIES

Section 17.01: All unit members shall have the right to use all in-house communicating systems for school related purposes, including, but not limited to, bulletin boards, faculty mailboxes, intra-school mail and public address system. The building Principal shall determine appropriate time for use. Unit members shall not use in-house communicating systems for personal or private business.

ARTICLE 18  
LUNCH TIME

Section 18.01: The Board agrees to provide supervision for children in order to insure unit members a duty free lunch period, except in extenuating circumstances.

ARTICLE 19  
ADMISSION TO SPORTS EVENTS

Section 19.01: The Board agrees to honor membership cards in the Association for admission to all Letchworth sponsored sports events held at school involving athletic squads of Letchworth Central School. Admission fees would be charged for league and sectional sponsored events.

ARTICLE 20  
FIELD TRIPS, CONFERENCES AND OUT-OF-DISTRICT TRIPS

Section 20.01: The approval of the Chief District Administrator shall be necessary for all conferences, field trips that require transportation, and out-of-district trips.

Section 20.02: When expenses are involved, an expense form shall be obtained from the business office on which to report reimbursable costs. Receipted bills must accompany the form for any motel bills, gasoline for district vehicles, thruway tolls, and the like. For inclusion in the Board schedule of bills for a given month, the claim must be filed in the business office by the 25th of the previous month.

Section 20.03: Unit members, teaching subject matter, will be approved for no more than one conference per year. Expenses for conferences will be borne by the Board. Permission for conference attendance will be rotated within subject areas. Where department chairmen are appointed, the chairman may attend along with one unit member selected on a rotation basis.

ARTICLE 21  
DISTANCE LEARNING

Section 21.01 The District and Association recognize that students may have the opportunity to receive instruction and/or earn academic credit through alternative means such as distance learning, computer-assisted instruction, independent study, etc. Alternative means to replace opportunities currently available to students that would result in a reduction of staff will result from mutual agreement.

ARTICLE 22  
VACANT OR NEWLY CREATED ASSIGNMENTS

Section 22.01: The Board agrees that vacant or newly created assignments to be made by the Board, for which extra compensation is given over and above a unit member's regular salary, will be published in advance on the bulletin boards of the school district, including chaperones. Such published notices shall include the qualifications for the assignment and information on receiving application for said assignments.

Section 22.02: Should unit members who are not acceptable to the Board apply, the Board may appoint a non-unit member to the assignment. If a non-unit member is appointed, unit member candidates shall receive written reasons.

Section 22.03: Where the requirements of Section 22.01 cannot be met due to a vacancy arising from unexpected circumstances, the Board may make an interim appointment without complying with that section. Following completion of that interim appointment the Board will fill the position permanently pursuant to Section 22.01. An individual has the right to decline an interim appointment unless there is no other qualified individual available to take the interim appointment.

ARTICLE 23  
TEACHER RESPONSIBILITY

Section 23.01: Teaching duties may only be performed by teachers.

ARTICLE 24  
RELEASE TIME FOR PRESIDENT

Section 24.01: The Association President, or his/her designee, shall be granted up to four (4) days leave of absence without loss of compensation, personal leave days, or sick days for the purpose of conducting Association business.

Section 24.02: Unit members elected to the New York State Teachers' Retirement System Convention shall be released to attend such meetings without loss of compensation, personal leave days, or sick leave days.

## ARTICLE 25

### SHARED DECISION MAKING

Section 25.01: The parties to this contract agree to work collaboratively on developing a district plan to implement shared decision making at the district and building levels. This plan should reflect the belief that effective school management is best attained when teachers, Board of Education members and administrators work as partners in planning, executing, and evaluating the goals and expectations for the District.

Section 25.02: This Agreement is not self executing. It is the intention of the parties during the term of this Agreement to meet from time to time to discuss areas of mutual interest and to make arrangements to accommodate those interests, and also to meet to identify problem areas and discuss ways to resolve those problems in order to prevent deferral of solutions to problems and their accumulation at the end of the contract period. It is recognized that changes in the ways we organize for and deliver instructional services will occur during the life of this Agreement. Additionally, the parties recognize that issues and concerns will arise which may not be covered by this Agreement. In order to address any future possible change, the parties may agree that the mutual interests involved would best benefit from collaborative study or problem solving. In such cases, these options, which are intended to assure professional involvement in the process, are available.

- a. A joint standing committee known as the Common Concerns Committee shall meet regularly on an autonomous basis and on a schedule determined by it, to consider and make recommendations with respect to proposed changes within the District affecting terms and conditions of employment prior to their implementation. The Committee shall consist of the Superintendent of Schools and as many administrative or Board of Education members as the Superintendent shall designate, and the Association President and a number of teachers equal to the number of Superintendent's designees.
- b. A jointly appointed study team, with representatives of the District and the Association who share a degree of involvement with the issue at hand, may be established to review and collect information on specific issues. Such study teams, when established, will deal only with the issue or issues for which they were created and charged, and shall serve until completion of their report. Time-lines and charges for study teams shall be issued jointly by the Superintendent and Association President or by the Common Concerns Committee. Reports generated by any study team shall be submitted to the parties that commissioned the study.
- c. A jointly appointed resolution team, with representatives of the District and Association who share a degree of involvement with the issue at hand, may be established to research options and prepare resolutions to specific problems or issues charged to them by the Superintendent and Association



President, or by the Common Concerns Committee. Such resolution team, when established, will deal only with the issue or issues for which they were created and charged, and shall serve until completion of their written recommendation. Such recommendation(s) will be submitted jointly to the Association President and the Superintendent.

Section 25.03: It is not the intention of this Article to place any limitation on the approach the parties may utilize to modify the Agreement. The primary intent is that any change be made through mutual agreement.

## ARTICLE 26

### MAINTENANCE OF STANDARDS

Section 26.01: All conditions of employment shall be maintained at not less than the highest standards in effect in the District at the time this agreement is signed.

## ARTICLE 27

### REIMBURSEMENT FOR PERSONAL LOSS

Section 27.01: Unit members will be reimbursed by the District for personal loss, as a result of an assault or vandalism, for dentures, eye glasses, hearing aids, damaged in the course of employment through no fault of the employee. Reimbursement will be for the amount not covered by insurance.

## ARTICLE 28

### DISTRIBUTION OF AGREEMENT

Section 28.01: Copies of this agreement shall be printed at the expense of the Board and distributed to all unit members within two (2) weeks of its execution. New hires shall be provided a copy of the current working agreement as part of their orientation to the District.

Section 28.02: In the event of a multi-year contract, any changes or revisions in the current contract including, but not limited to, the appendices shall be printed and distributed to all unit members within two (2) weeks of its execution.

## ARTICLE 29

### CONFORMITY TO LAW

Section 29.01: If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In the event that any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in full force and effect.

## ARTICLE 30 GRIEVANCE PROCEDURES

### Section 30.01: Board Resolution

The Board, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievance of unit members of Letchworth Central School.

### Section 30.02: Declaration of Policy

In order to establish a harmonious and cooperative relationship between unit members, administrators and members of the Board which will enhance the educational program of the Letchworth Central School, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of unit members pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

### Section 30.03: Definitions

1. Unit Member shall mean any employee whose position is recognized as represented by the Letchworth Central Teachers' Association under Article 1 of the Agreement, or any group of such employees.
2. Administrator shall mean any person responsible for or exercising any degree of supervision or authority over a unit member.
  - a. Superintendent of Schools.
  - b. Immediate Supervisor shall mean the administrator to whom the unit member is directly responsible (e.g. Principals, Director of Pupil Personnel, Superintendent of Schools).
3. Representative shall mean the person or persons designated by the aggrieved unit member as his/her counsel or to act in his/her behalf.
4. Grievance shall mean any alleged violation, misinterpretation or inequitable application of this agreement which relates to or involves the teacher in the exercise of the duties assigned to him/her.

### Section 30.04: Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. A unit member shall have the right to be represented by an Association member of their choice at any stage of the procedures.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the unit member in the performance of his/her assignment. They are not designated to be used for changing such rules or establishing new ones.

Section 30.05:     Procedures - Informal Stage

The aggrieved unit member shall orally present his/her grievance to his/her immediate supervisor within 60 days from the date the grievant knew or reasonably should have had knowledge of the occurrence giving rise to the grievance. The immediate supervisor shall orally and informally discuss the grievance with the aggrieved unit member. The immediate supervisor shall render his/her determination in writing to the aggrieved unit member within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the formal stage.

Section 30.06:     Procedures - Formal Stage

1. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved unit member may make a written request to the Chief District Administrator by submitting the grievance form found in Appendix E.
2. The Chief District Administrator shall immediately notify the aggrieved unit member, immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
3. If such is requested in the written statement of either party pursuant to Section 30.06, Paragraph 2 above, the Chief District Administrator or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to Section 30.06, Paragraph 2. The Chief District Administrator shall render his determination in the case within fifteen (15) school days of the conclusion of the informal hearing. In the event that no informal

hearing is requested, the Chief District Administrator shall render his determination in the case within fifteen (15) school days of the receipt of the written statements pursuant to Section 30.06, Paragraph 2.

Section 30.07:     Procedures - Board Stage

The aggrieved unit member may, within five (5) school days of the final determination by the Chief District Administrator, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board may hold a hearing to obtain further information regarding the case. The Board shall render its decision within 10 school days after receiving the request for review. If the grievance is still unresolved, the aggrieved unit member may proceed to the arbitration stage.

Section 30.08:     Procedures - Arbitration Stage

After such decision, if the unit member is not satisfied with the Board's determination, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, the unit member may submit the grievance to arbitration by written notice to the Board within 15 school days of the decision at Section 30.07. The resulting procedures follow:

1. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment within the specified period. If the Board and the Association cannot agree on a mutually acceptable arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.
2. The selected arbitrator will hear the matter promptly, and will issue his/her decision not later than 14 calendar days from the date of the close of the hearing; or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
3. The arbitrator shall have no power or authority to make any decision which adds to or subtracts or modifies the provisions of this agreement, or which requires the commission of any act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be binding on both parties.
4. The expense of the arbitrator will be shared equally by both parties.

## CONCLUSION

This agreement shall become effective from the first day of July, 2007 and continue in full force and effect until midnight, June 30, 2010, and from year to year thereafter unless on or before February first, prior to any expiration date, either party may give notice to the other of its intention to open negotiations. The parties shall meet no later than 15 days after such notice.

IN WITNESS THEREOF, the parties have set their hands and seals this 28<sup>th</sup>  
day of August, 2007.

Joseph W. Backer  
Joseph W. Backer, Chief District Administrator

Steve Hadley  
Steve Hadley, President  
Letchworth Central Teachers' Association

Cindy Ferolito  
Cindy Ferolito, Chief Negotiator

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## APPENDIX A

STEP	2007-2008	2008-2009	2009-2010
1	\$32,530	\$33,100	\$33,750
2	\$33,353	\$33,878	\$34,483
3	\$34,215	\$34,734	\$35,292
4	\$35,011	\$35,630	\$36,182
5	\$35,904	\$36,457	\$37,114
6	\$36,925	\$37,386	\$37,974
7	\$37,688	\$38,448	\$38,939
8	\$38,549	\$39,241	\$40,044
9	\$39,638	\$40,137	\$40,869
10	\$40,537	\$41,269	\$41,800
11	\$41,610	\$42,205	\$42,987
12	\$42,735	\$43,320	\$43,951
13	\$43,984	\$44,491	\$45,111
14	\$45,235	\$45,790	\$46,328
15	\$46,482	\$47,090	\$47,679
16	\$47,852	\$48,387	\$49,031
17	\$49,149	\$49,812	\$50,380
18	\$50,416	\$51,161	\$51,862
19	\$51,680	\$52,478	\$53,265
20	\$52,944	\$53,749	\$54,635
21	\$54,284	\$55,107	\$56,003
22	\$55,489	\$56,500	\$57,369
23	\$56,740	\$57,753	\$58,818
24	\$57,946	\$59,054	\$60,121
25	\$59,147	\$60,309	\$61,474
26	\$60,366	\$61,558	\$62,779
27	\$61,586	\$62,826	\$64,078
28	\$62,956	\$64,094	\$65,396
29	\$64,403	\$65,519	\$66,716
30	\$66,006	\$67,024	\$68,197

## APPENDIX B

SE	SPORT	2007-2008 and 2008-2009				2009-2010		
		1-3 YRS	4-6 YRS	7+ YRS		1-3 YRS	4-6 YRS	7+ YRS
	<i>Fall - Varsity</i>							
F	FOOTBALL - HEAD	3,440	3,870	4,300		3,612	4,064	4,515
F	FOOTBALL - ASS'T	2,400	2,700	3,000		2,520	2,835	3,150
F	SOCCER - BOYS AND GIRLS	2,800	3,150	3,500		2,940	3,308	3,675
F	SWIMMING - HEAD - GIRLS	2,800	3,150	3,500		2,940	3,308	3,675
F	SWIMMING - ASSISTANT - GIRLS	1,960	2,205	2,450		2,058	2,316	2,573
F	VOLLEYBALL - HEAD GIRLS	2,800	3,150	3,500		2,940	3,308	3,675
F	CHEERLEADING - VAR HEAD (Fall)	2,800	3,150	3,500		2,940	3,308	3,675
	<i>Fall - J.V.</i>							
F	FOOTBALL - HEAD	2,400	2,700	3,000		2,520	2,835	3,150
F	FOOTBALL - ASS'T	2,280	2,565	2,850		2,394	2,694	2,993
F	SOCCER- Boys and Girls	1,960	2,205	2,450		2,058	2,316	2,573
F	VOLLEYBALL	1,960	2,205	2,450		2,058	2,316	2,573
F	CHEERLEADING	1,960	2,205	2,450		2,058	2,316	2,573
	<i>Fall - Modified</i>							
F	FOOTBALL - HEAD	2,080	2,340	2,600		2,184	2,457	2,730
F	FOOTBALL - ASS'T	1,680	1,890	2,100		1,764	1,985	2,205
F	SOCCER - Boys and Girls	960	1,080	1,200		1,008	1,134	1,260
F	VOLLEYBALL	960	1,080	1,200		1,008	1,134	1,260
	<i>Winter - Varsity</i>							
W	BASKETBALL - Boys and Girls	3,440	3,870	4,300		3,612	4,064	4,515
W	WRESTLING - HEAD	3,440	3,870	4,300		3,612	4,064	4,515
W	WESTLING - ASS'T	2,400	2,700	3,000		2,520	2,835	3,150
W	SWIMMING - HEAD	3,440	3,870	4,300		3,612	4,064	4,515
W	SWIMMING - ASS'T	2,400	2,700	3,000		2,520	2,835	3,150
W	CHEERLEADING	3,000	3,375	3,750		3,150	3,544	3,938
	<i>Winter - J.V.</i>							
W	BASKETBALL - Boys and Girls	2,400	2,700	3,000		2,520	2,835	3,150
W	CHEERLEADING	1,960	2,205	2,450		2,058	2,316	2,573
	<i>Winter - Modified</i>							
W	BASKETBALL - Boys and Girls	960	1,080	1,200		1,008	1,134	1,260
W	CHEERLEADING	720	810	900		756	851	945
W	WRESTLING	960	1,080	1,200		756	851	945
W	SWIMMING	720	810	900		1,008	1,134	1,260
	<i>Spring - Varsity</i>							
S	BASEBALL	2,400	2,700	3,000		2,520	2,835	3,150
S	SOFTBALL	2,400	2,700	3,000		2,520	2,835	3,150
S	TRACK -Boys and Girls - Head	2,400	2,700	3,000		2,520	2,835	3,150
S	TRACK - Boys and Girls - Ass't	1,960	2,205	2,450		2,058	2,316	2,573
S	GOLF	2,400	2,700	3,000		2,520	2,835	3,150
	<i>Spring - J.V.</i>							
S	BASEBALL	1,960	2,205	2,450		2,058	2,316	2,573
S	GOLF	1,960	2,205	2,450		2,058	2,316	2,573
S	SOFTBALL	1,960	2,205	2,450		2,058	2,316	2,573
	<i>Spring - Modified</i>							
S	BASEBALL	960	1,080	1,200		1,008	1,134	1,260
S	SOFTBALL	960	1,080	1,200		1,008	1,134	1,260
S	TRACK	960	1,080	1,200		1,008	1,134	1,260

## APPENDIX C

Group	2007-08	2007-08	2007-08	2008-09	2009-10
	1-3 YRS	4-6 YRS	7+ YRS	-----	-----
BIG BUDDIES-High school	294	300	311	350	368
BIG BUDDIES-ELEMENTARY	294	300	311	350	368
CFA	294	300	311	350	368
DRAMA DIRECTOR	1,272	1,298	1,345	1300	1365
DRAMA DIRECTOR ASST	851	869	899	900	945
DRAMA MUSICAL DIRECTOR	921	939	974	950	998
DRAMA STAGE ASSISTANT	851	869	899	900	945
EXTRA-CURRICULAR FUNDS TREAS.	635	648	674	700	735
FBLA ADVISOR	742	759	789	800	840
FFA Advisor (2)@ 1000	1,068	1,089	1,130	2 @ 1000	2@ 1050
FOREIGN LANG CLUB	588	600	622	700	735
JR CLASS ADVISOR (2)@700	1,068	1,089	1,130	2 @ 700	2@ 735
JR HIGH HONOR SOCIETY	294	300	311	350	368
MATH TEAM	294	300	311	350	368
MODEL U.N.	294	300	311	350	368
SR CLASS ADVISOR (2)@ 1100	1,918	1,955	2,029	2 @ 1100	2 @ 1155
SR HIGH HONOR SOCIETY	294	300	311	400	420
STUDENT COUNCIL - HS	742	759	789	800	840
STUDENT COUNCIL - MS	294	300	311	400	420
YEARBOOK ADVISOR	2,135	2,176	2,259	2300	2415
YEARBOOK BUSINESS MGR	529	539	559	600	630
FCCLA				350	368
PAGETURNERS-UPPER LEVEL				2 @ 200	2 @ 210
PAGETURNERS-LOWER LEVEL				2 @ 200	2 @ 210
SPECTRUM DIRECTOR				200	210
JAZZ BAND - DIRECTOR				200	210

## APPENDIX D

	2007-08	2008-09	2009-10
Curriculum Coordinators K-4	759	900	945
Curriculum Coordinators 5-8	759	900	945
Curriculum Coordinators 9-12	759	900	945
Occupational Ed 7-12	900	1000	1050
Foreign Language 7-12	900	1000	1050
Health/PE K-12	900	1000	1050
Fine Arts K-12	1801	1900	1995
Grade Level Reps K-4	900	1000	1050
Team Leaders 5-8	962	1000	1050





### **APPENDIX E - Grievance Form**

To: Superintendent of Schools

1. Who is grieving:      Name \_\_\_\_\_  
Grade or Subject: \_\_\_\_\_
2. What the District did or failed to do that the grievant(s) object(s) to.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Date on which occurrence took place: \_\_\_\_\_
4. Paragraph(s) of the Agreement violated by the District's action or failure to act.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Action the grievant(s) believe(s) the District should take to remedy the foregoing situation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. I grieved this orally to my above supervisor on (date): \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\*If there is more than one grievant, the same information must be listed and each must sign on the attached sheet.

#### **For District Use Only**

1. Date of occurrence out of which the grievance arose \_\_\_\_\_
2. Date oral grievance given to supervisor at Informal stage \_\_\_\_\_
3. Date supervisor gave oral answer at Informal stage \_\_\_\_\_
4. Date written grievance form received by Superintendent \_\_\_\_\_
5. Date of notification as per 31.06.2 \_\_\_\_\_
6. Date of written statements received by Superintendent (copy attached) \_\_\_\_\_
7. Date of, if any, Informal Hearing \_\_\_\_\_
8. Date of Superintendent's final determination \_\_\_\_\_
9. Date of written appeal to Board (copy attached) \_\_\_\_\_
10. Date of Board hearing, if any \_\_\_\_\_
11. Date of Board's answer (copy attached) \_\_\_\_\_
12. Date of written appeal to arbitration (copy attached) \_\_\_\_\_

